Registered No. T. 10 Registered No. M. 4681

THE

TRAVANCORE GOVERNMENT GAZETTE EXTRAORDINARY.

PUBLISHED BY AUTHORITY.

TRIVANDRUM, THURSDAY, 18TH OCTOBER 1945. / 2ND THULAM 1121.

Act VIII of 1121*

THE TRAVANCORE PRIMARY EDUCATION ACT, 1121.

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THE TRAVANCORE PRIMARY EDUCATION ACT, 1121.

PASSED BY HIS HIGHNESS THE MAHARAJA OF TRAVANCORE UNDER DATE THE 2ND THULAM 1121 CORRESPONDING TO THE 18TH OCTOBER 1945

Preamble.

WHEREAS it is the declared policy of Our Government that universal, free and compulsory primary education for boys and girls should be undertaken by Government by means of a definite programme as a result of which they will assume within a period of ten years the full control of all primary education in the State;

It is hereby enacted as follows:—

Short title, extent, and commencement.

1. (1) This Act may be called the Travancore Primary Education Act, 1121.

(2) It extends to the whole of Travancore.

(3) It shall come into force in such areas and on such dates as may be notified by Our Government in Our Government Gazette.

Definitions.

2. In this Act, unless there is anything repugnant in the subject or context,—

(a) "Parent" includes the guardian and every person who is liable to maintain or has the actual custody of any child;

(b) "Department of Public Instruction" means and includes the Director of Public Instruction or such Board or other Agency as Our Government may from time to time constitute;

(c) "Approved school" means a school maintained or recognised by the Department of Public Instruction;

(d) "Primary education" means such education as is for the time being recognised as such by Our Government;

(e) "Child" means a child whose age is not less than five and not more than ten years;

(f) "Prescribed" means prescribed by rules made by Our Government under this Act.

3. In every area to which this Act applies, it shall be the duty of the parent of every child residing within such area to cause such child to attend an approved school for primary education for so many days and for such time on each day of attendance as may be prescribed by the Department of Public Instruction, unless there is a reasonable excuse for the non-attendance of such child.

Duty of parents to send children to school.

4. (1) Any of the following circumstances is a reasonable excuse for non-attendance :—

Non-attendance when excusable.

(a) that the child is receiving primary education in such other manner as is considered adequate by the Department of Public Instruction ;

(b) that there is no approved school within a distance of two miles measured along the nearest road from the residence of the child, which the child can attend ;

(c) that the child is prevented from attending school by reason of sickness, mental or physical infirmity or other sufficient cause.

(2) Where there is reasonable excuse for non-attendance, a certificate of exemption may be granted by such authority and in such manner as may be prescribed.

(3) All applications for exemption under this Act shall be exempt from the payment of any fees.

5. No religious instruction shall be imparted in any approved school during school hours.

No religious instruction during school hours.

6. In any area to which this Act applies, no person shall take into any employment any child who is not receiving primary education in an approved school or has not obtained a certificate of exemption under section 4.

Prohibition of child's employment.

7. (1) For the purpose of enforcing the provisions of this Act and the rules made thereunder, one or more School Attendance Committees may be appointed by Our Government for any specified area with such powers and in such manner as may be prescribed.

Appointment of School Attendance Committee.

(2) It shall be the duty of the School Attendance Committee, subject to such bye-laws as may be made in that

behalf, to secure within its area the attendance of every child who is liable to attend school under this Act.

(3) Our Government may invest any officer of Our Government with all the powers of a School Attendance Committee for the purposes of this Act in any specified area.

Complaints against parents.

8. (1) Where the School Attendance Committee is satisfied that a child in its area does not attend school, it may, after due warning, make a complaint against the parent of the child before a Magistrate.

Attendance Order.

(2) The Magistrate shall, on being satisfied of the truth of the complaint, issue an order directing the parent to cause the child to attend school before a certain date.

Prosecution of parent.

9. (1) If the order is not complied with and the School Attendance Committee does not see any reason for non-compliance, it may prosecute the defaulting parent before a Magistrate.

Penalty for non-compliance with attendance order.

(2) The parent shall, on conviction before the Magistrate, be punished with fine not exceeding twenty-five rupees, and in case of a continuing offence or persistent default, with imprisonment for a term not exceeding two months or with fine not exceeding fifty rupees or with both.

(3) No Court shall take cognisance of an offence under this section except on the complaint of the School Attendance Committee or of any officer appointed in the place of the Committee by Our Government.

Employer's liability.

10. Whoever knowingly takes into his employment, either on his own behalf or on behalf of any other person, any child in respect of whom the provisions of section 3 apply, so as to interfere with the instruction of such child shall, on conviction before a Magistrate, be punished with fine not exceeding twenty-five rupees, and in case of a continuing offence with imprisonment for a term not exceeding two months or with fine not exceeding fifty rupees or with both.

Liability of agent or workman of employer.

11. When the act of taking a child into employment in contravention of the provisions of this Act is committed by an agent or workman of the employer, such agent or workman shall be liable to the same penalty in the same manner and subject to the same conditions as if he were the employer.

12. A complaint to a Magistrate under section 9 or section 10 may be made on behalf of the School Attendance Committee by such person as may be authorised by the Committee in this behalf.

Committee may authorise any person to make complaint.

13. No fee shall be levied from any child in any approved school in the area to which this Act applies in respect of the primary education of such child.

No fee to be levied.

14. Our Government may, for the purposes of this Act and subject to such rules as may be prescribed, levy, throughout the State or in any specified area, an education cess at such rate as may be fixed by Our Government from time to time.

Levy of education cess.

15. (1) Our Government may make rules to carry out all or any of the purposes of this Act.

Rules.

(2) In particular and without prejudice to the generality of the foregoing provisions, such rules may provide for and regulate:—

(a) the appointment, powers and duties of School Attendance Committees and of officers appointed in place of such Committees;
(b) the conditions of recognition of primary schools and the exercise of the powers of recognising such schools;
(c) the grant of exemption certificates under section 4;
(d) the levy of education cess under section 14;
(e) the appointment, training, payment and terms of employment of teachers;
(f) the records to be kept in approved schools;
(g) the inspection of schools;
(h) the medical inspection of school children;
(i) the provision for mid-day meals to indigent children receiving primary education;
(j) the physical and moral training of school children;
(k) the supply of books, slates, and other educational requisites to indigent children receiving primary education; and
(l) all matters required or allowed to be prescribed by this Act.

SIGN MANUAL

PRINTED AND PUBLISHED BY THE SUPERINTENDENT GOVERNMENT PRESS,
TRIVANDRUM 1945.

R. O. C. No. 69/44/LGA. NOTIFICATION.

The following draft of certain rules for the acquisition and transfer of immovable property by Municipal Councils which it is proposed to make in exercise of the powers conferred by clause (o) of sub section (2) of Section 323 of the Travancore District Municipalities Act, 1116 (XXIII of 1116) is hereby published as required by clause (a) of Section 324 of the said Act for general information.

Notice is hereby given that the draft will be further proceeded with after six weeks from the date of publication of this notification and that any objection or suggestion which may be received with respect thereto before the expiry of the period aforesaid will be considered by the Government.

DRAFT RULES.

Acquisition of immovable property.

1. (1) A municipal council shall not acquire any immovable property unless the following conditions are satisfied, namely:—

(a) that the property, if intended for any purpose other than roads, bridges, culverts and quarries, is approved by the Municipal Health Officer or if there is no Municipal Health Officer by the Direct Health Officer as suitable from a sanitary point of view for the purpose for which it is intended;

(b) that the property, if intended for the construction or extension of school buildings at an estimated cost of over five thousand rupees, is approved by an officer of the Public Works Department not below the rank of Executive Engineer as suitable for the purpose;

(c) that the property is approved by the Municipal Engineer, if any, as suitable for the purpose for which it is intended:

Provided that in the case of a municipality in which there is no Municipal Engineer the property, if intended to be used as a site for the construction or extension of any building, not falling under clause (b), at an estimated cost of over one thousand rupees, shall be approved by the Executive Engineer of the division or the sub-divisional officer acting under the orders of the Executive Engineer as suitable for the purpose for which, it is intended.

(d) that the property, if its value exceeds Rs. 1000 and if it is intended for educational purposes, is approved by the Division Inspector of Schools also;

(e) that the property, if its value exceeds Rs. 1000 and if it is intended for hospitals and dispensaries, is approved by the Surgeon General also;

(f) that the property shall not be acquired otherwise than under the Land Acquisition Act, (XI of 1089) unless the previous approval of the Government has been obtained therefor;

(g) that, in the case of the lands acquired otherwise than under the Land Acquisition Act XI of 1089 a valuation is obtained from the Revenue Department and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the Government in that behalf;

(h) that in the case of buildings, a valuation and a certificate regarding structural stability are obtained from the Municipal Engineer or if there is no Municipal Engineer from the Executive Engineer of the Division or the Sub-Divisional Officer acting under the orders of the Executive Engineer and that no amount in excess of such valuation shall be paid without obtaining the specific approval of the Government in that behalf; and

(i) that in every case where the consideration for the property is not less than Rs. 75 an encumbrance certificate is obtained from the registration office in respect of such property and examined by the legal adviser of the municipal council unless the nature of the transaction is such as will, by law pass the property free of all encumbrances.

Explanation.—In cases falling under clause (h) of this sub-rule, if the valuation and the certificate regarding structural stability are obtained from an Executive Engineer, or a Sub-Divisional Officer acting under his orders, the municipal council shall pay to the Government in respect of the service so rendered, a fee (which shall be credited to the Public Works Department's account,) calculated at the rate of one percent of the value of the building, subject to a minimum of 20 rupees. The municipal council shall also pay the travelling allowances of these officers in respect of journeys performed by them, in accordance with the Travancore Service Regulations.

(2) The deed transferring the property to the municipal council shall be in the appropriate form in Schedule I appended to these rules with such variations as circumstances may require.

Transfer of immovable property.

2. *Transfers otherwise than by lease of immovable property vesting in but not belonging to a municipal council.* (1) Immovable property vesting in but not belonging to a Municipal Council shall not be transferred or charged in contravention of the conditions subject to which such property became vested in the Council.

(2) The deed of transfer shall be in the appropriate form in Schedule II appended to these rules, with such variations as circumstances may require.

3. *Transfer otherwise than by lease of immovable property belonging to a municipal council.*—(1) A municipal council shall not, without the previous sanction of the Government make or sanction any transfer, except by way of lease, of any immovable property belonging to it, or create or sanction the creation of any charge upon any such property.

(2) The deed of transfer shall be in the appropriate form in Schedule II appended to these rules with such variations as circumstances may require.

4. *Transfer by lease of immovable property belonging to a municipal council.*—(1) A municipal council may lease out any immovable property belonging to it:

Provided that no such lease shall be valid in case the period of the lease exceeds three years, unless the sanction of the Division Peishkar has been obtained therefor.

(2) The lease-deed shall be in the Form III (a) in Schedule III appended to these rules with such variations as circumstances may require.

5. *Transfer by lease of immovable property vested in but not belonging to a municipal council.*—(1) A municipal council may lease out any property vested in but not belonging to the council.

Provided that no lease shall be granted,

(a) In contravention of the conditions subject to which such property became vested in the council, or

(b) for a period exceeding twelve months without the previous sanction of the Division Peishkar.

(2) The lease-deed shall be in the Form III (b) in Schedule III appended to these rules with such variations as circumstance may require.

6. (1) *Leases of road sides and street margins.*—Lease of road sides and street margins vested in a municipal council shall also be subject to the restrictions that may be imposed by the Government under sub-section (5) of Section 195 of the Travancore District Municipalities Act, 1116 as in force for the time being.

(2) The lease-deed shall be in Form III (b) in Schedule III appended to these rules with such variations as circumstances may require.

7. *Publication of proposed transfers and leases.*—(1) In every case of transfer or lease falling under rule 3, 4, 5 or 6, the municipal council shall publish a notice of the proposed transfer or lease, giving full particulars of the property to be transferred or leased, the name of the proposed transferee or lessee and the consideration for the transfer or the rent reserved under the lease—

(a) in the Gazette if the consideration for the transfer exceeds Rs. 500 or if the rent reserved under the lease exceeds Rs. 100 per annum, and

(b) by affixture in a conspicuous position —

(i) at the offices of the municipal council and of the Peishkar of the Division,

(ii) at the taluk office,

(iii) at the pakuthy cutcherry of the pakuthy in which the property is situated, and

(iv) on the property to be transferred or leased.

(2) In every case where such transfer or lease is to be by public auction, a notice with full particulars of the propery to be transferred or leased shall be published —

(a) in the Gazette and in one or two prominent local newspapers circulated within the jurisdiction of the municipal council if the consideration for the transfer exceeds Rs. 500 or if the rent reserved under the lease exceeds Rs. 100 per annum,

(b) in the manner specified in clause (b) of sub-rule (1), and

(c) by tom-tom in suitable places.

8. *Transfers and leases to be subject to conditions of transferee or lessee paying assessment, and other revenues to Government.*—(1) Except in cases falling under sub-rules (3) and (4) of this rule no transfer or lease of any immovable property made by the municipal council shall be valid unless it be a condition thereof that the transferee or lessee shall be liable to pay to the Government such assessment and other revenues as the Government may determine to be payable in respect of the property and that the said assessment, and other revenues are subject to revision from time to time in accordance with the rules in force at the time of such revision.

(2) Nothing contained in this rule shall affect the right of Government, to recover from the municipal council the assessment and other revenues leviable on lands not transferred by sale or exchange or otherwise permanently alienated.

(3) In cases where the assessment and other revenues leviable on the land after transfer is already being paid by the municipal council and the land is not transferred by sale or exchange, leased in perpetuity or otherwise permanently alienated, the municipal council shall continue to pay such assessment, and other revenues and the liability shall not be imposed on the transferee.

(4) In the case of leases falling under rule 6, the municipal council shall furnish the Division Peishkar with a return of such leases whereupon the Division Peishkar will fix the assessment or other revenues on the basis of the information in the return and collect it from the municipal council.

SCHEDULE I.

(See rule 1 (2).)

FORM 1 (a).

Transfers by sale.

This Indenture made the day of 112...... between son of , residing at (hereinafter called the "vendor" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives, of the one part and the municipal council of constituted under the Travancore District Municipalities Act XXII of 1116 (hereinafter called the "purchaser" which expression shall where the context so admits include its successors and assigns) of the other part:

Whereas the vendor is well and sufficiently entitled to the land and premises described in the schedule hereto;

And whereas the purchaser in exercise of its powers has agreed with the vendor to purchase the said land and premises intended to be hereby granted, conveyed and assigned subject to the rent (if any) payable in respect of the same but otherwise free from encumbrances at the price of rupees..........................

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of rupees to the vendor paid by the purchaser on or before the execution of these presents (the receipt whereof the vendor doth hereby acknowledge) he the vendor doth hereby grant, convey and assign unto the purchaser all that piece or parcel of land situated in and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as together with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land messuage and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate right, title, interest, property, claim and demand whatsoever of the vendor into and upon the same premises to have and to hold the said piece or parcel of land, messuage and premises hereby granted, conveyed and assigned unto the purchaser for ever and the vendor doth hereby covenant with the purchaser that he the vendor now hath good right to grant, convey and assign the premises hereby granted conveyed and assigned unto the purchaser in manner aforesaid and that the purchaser shall and may at all time hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any other person or persons and further that he the vendor and all

persons having lawfully or equitably claiming any estate or interest in the said premises or any of them or any part thereof from under or in trust for the vendor or from or under any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the purchaser do execute and register or cause to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required.

In witness whereof the vendor hath hereunto set his hand and seal the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land and premises situated in the Pakuthy of .... in the registration sub-district of .... in the registration district of .... and bounded on the north by ...., on the south by ...., on the east by .... and on the west by .... bearing survey No. .... and containing on the whole by admeasurement .... (be the same more or less).

Signed, sealed and delivered by the above .... named .... in the presence of,

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FORM I (b)

Transfers by Lease.

This indenture made the .... day of .... one hundred and twelve between , residing at .... and carrying on business at .... (hereinafter called the "lessor" which expression where the context admits shall include his heirs, executors, administrators, legal representatives and assigns) of the one part and the Municipal Council of .... constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called the "lessee" which expression where the context admits shall include its successors in office and assigns of the other part.

Witnesseth as follows:—

1. In consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee all that piece or parcel of land together with the building and premises known as .... situated in the registration sub-district of .... in the registration district of .... bearing S. No. .... and more particularly described in the Schedule hereto for the term of .... years from the .... day of 112... paying therefor in advance the monthly rent of Rs. .... clear of all deductions the first of such payments to be made on the .... day of .... 112 .

2. The lessee covenants with the lessor as follows:—

(1) To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.

(2) To bear, pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the said premises.

(3) To keep the exterior and the interior of the demised premises and all additions thereto the boundary wall and fences thereof the drains soil and other pipes sanitary and water apparatus, electric fittings and fixtures thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised buildings without the previous consent in writing of the lessor provided always that if the lessee is permitted to make any alterations by the lessor the lessee shall not be entitled to any compensation therefor.

(5) To permit the lessor with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the lessor to repair within one month from the service of the notice in accordance therewith.

(6) Not to assign, underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor.

(7) To yield up the demised premises with all fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants herein contained.

3. The lessor covenants with the lessee as follows:—

(i) that the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peacefully hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.

(ii) to carry out all repairs to main walls, roof and foundations due to fair, wear and tear, the decision of the Executive Engineer for the time being of

division as to the necessity for such repairs being final.

4. Provided always and it is hereby expressly agreed by and between the parties hereto as follows:—

(1) If the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or if any covenant on the lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessee's covenants herein contained.

(2) If the lessee shall desire to determine the present demise and shall give to the lessor three calendar months' previous notice in writing of such desire then immediately on the expiration of the three calendar months the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant.

(3) That the lessor will on the written request of the lessee made within three calendar months before the expiration of the term hereby granted grant to the lessee a lease of the demised premises for the further term of years and containing the like covenants and provisions as are herein contained except the covenant for renewal.

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including a

In witness whereof the lessor hath hereunto set his hand and seal and the common seal of the municipal council of the lessee was hereunto affixed the day and year first above written.

The schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of in the registration sub-district of in the registration district of and bounded on the north by on the south by on the east by on the west by

bearing survey No. and containing on the whole by admeasurement (be the same more or less)

Signed sealed and delivered by the above named in the presence of:—

Signed by............Executive Authority of the Municipal Council in the presence of:—

The common seal of the Municipal Council was hereunto affixed in the presence of:—

FORM I (e)

Transfer by mortgage.

This indenture made the day of 112..

between son of residing at (hereinafter called "the mortgagor" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the one part and the Municipal Council of constituted under Travancore District Municipalities Act XXII of 1116 (hereinafter called "the mortgagee" which expression shall where the context so admits include its successors and assigns) of the other part:—

Where the mortgagor is well and truly entitled to and possessed of the piece or parcel of land and premises described in schedule hereto;

And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs. on having the repayment thereof in manner hereinafter appearing.

Now this indenture witnesseth that in consideration of the sum of Rs. . on or before the execution of these presents paid to the mortgagor by the mortgagee (the receipt whereof the mortgagor doth hereby acknowledge) he the mortgagor doth hereby give grant and assign unto the mortgagee an usufructuary mortgage of all that piece or parcel of land situated in and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as together with all buildings, godowns, trees, commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land messuage and premises or any of them in anywise appertaining or hereto before or hereafter to be occupied or enjoyed therewith and all the estate right, title, interest, property, claim and demand whatsoever of the mortgagor into and upon the same premises to have and to hold the said piece or parcel of land, messuage and premises hereby granted; conveyed and assigned or expressed so to be unto the mortgagee for ever subject to the proviso for redemption hereinafter contained. The mortgagor hereby declares that he has put the mortgagee in possession of the mortgaged property and that the mortgagee shall continue in such possession of the property until the said sum of Rs.....................is repaid to the mortgagee and that the mortgagee shall appropriate the rents and profits accruing from the property in lieu of the interest due in respect of the mortgage money. And the mortgagor doth hereby covenant with the mortgagee that he the mortgagor will as long as any money shall remain due on the security of these presents keep all the messuages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted, conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs............ at the least in some office or offices approved by and in the name of the mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all assessment rates, taxes and other outgoings for the time being payable in respect of or charged upon the said premises or any of them and will forthwith deliver to the mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurance or in payment of any such assessment rates, taxes and other outgoings as aforesaid or in so delivering any policy or policies or receipt as aforesaid it shall be lawful for but not incumbent upon the mortgagee to put the said premises into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or

(as the case may be) any such assessment rates taxes or other outgoings as aforesaid and farther that the mortgagor will forthwith repay to the mortgagee all such premiums, expenses and other moneys with interest thereon at the rate of per cent. per annum from the time of each payment and that until repayment the premises hereby mortgaged shall stand charged with the amount to be repaid and interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall at the option of mortgagee be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being owing on the security of these presents and the mortgagor doth hereby covenant with the mortgagee that he the mortgagor now hath power to give and grant this usufructuary mortgage unto the mortgagee and it is hereby expressly agreed and declared that no payment at any time by the mortgagor to the mortgagee of the said sum of Rs.................. and all other moneys, if any, due under these presents the mortgagee shall, at the request and cost of the mortgagor, reconvey and reassign unto the mortgagor or as he may direct all and singular the plot or piece of land and premises hereby expressed to be granted conveyed or assigned.

In witness whereof the mortgagor hath hereunto set his hand and seal the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of in the Registration, sub-district of..................in the registration district of .... and bounded on the north by..................on the south by.................. on the east by..................and on the west by..................bearing Survey No..................and containing on the whole by admeasurement (be the same more or less)

Signed, sealed and delivered by the above mentioned in the presence of :—

FORM I (d)

TRANSFER BY GIFT.

This indenture made the..................day of..................112... between son of..................residing at..................(hereinafter called "the donor" which expression shall where the context admits include his heirs, executors, administrators and legal representatives) of the one part and the Municipal Council of.................. constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called "the donee" which expression shall where the context admits include its successors and assigns) of the other part.

Whereas the donor is well and sufficiently entitled, free from encumbrances, to the piece or parcel of land and premises hereinafter described and intends to be hereby granted, conveyed, and assigned.

And Whereas the donor has agreed to transfer the said piece or parcel of land and premises to the donee as a gift subject to the payment by the donee of all existing and future taxes, charges and assessments in respect of the same and the donee has agreed to accept the same subject to such conditions.

And whereas the said piece or parcel of land and premises is of the value of Rs............for the purpose of stamp duty.

Now this indenture witnesseth that the donor doth hereby give, grant, convey and assign unto the donee who hereby accepts the same all that piece or parcel of land bearing survey No...............situated in the pakuthy of..................in the registration sub-district of............ in the registration district of..................and more particularly described in the schedule hereunder written together with all buildings, trees, commons, liberties, privileges, easements, advantages, and appurtenances whatsoever to the said piece or parcel of land buildings and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate right, title, interest, property, claim and demand whatsoever of the donor into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted, conveyed and assigned unto the donee for ever and the donor doth hereby covenant with the donee that the donor now hath good right to grant, convey and assign the premises hereby granted conveyed and assigned unto the donee in manner aforesaid and that the donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever without any lawfull eviction, interruption, claim or demand whatsoever from or by the donor or any person claiming under or in trust for him and further that the donor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the donor or from or under any of his ancestors shall and will from time to time and at all times hereafter at the request and cost of the donee do execute and register or cause to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the donee in manner aforesaid or as shall or may be reasonably required.

In witness whereof the donor hath hereunto set his hand and seal and the common seal of the Municipal Council the donee was hereunto affixed the day and year first above written.

The schedule above referred to.

All that piece or parcel of land and premises situated in the Pakuthy of..................in the registration sub-district of.............. ....in the registration district of....................and bounded on the north by..............on the south by..................on the east by ....and on the west by..................bearing Survey No...........

...................and containig on the whole by admeasurement.............. ....(be the same more or less)'

Signed, sealed and delivered by the abovenamed

in the presence of

Signed by executive authority of the Municipal Council of

in the presence of

The Common Seal of the Municipal Council of

was hereunto affixed in the presence of

SCHEDULE II.

FORM II (a).

Transfer by sale.

This Indenture made the........................day of......................112... between the municipal council of..............................constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called "the vendor" which expression shall, where the context admits, includes its successors and assigns) of the one part (and)..................... son of..........................residing at.................(hereinafter called "the purchaser" which expression shall, where the context admits, include his heirs, executors, administrators, legal, representatives and assigns) of the other part.

Whereas the vendor is possessed of and entitled to the piece or parcel of land and premises described in the Schedule hereto and has agreed with the purchaser for the sale to him of the same subject to the rent (if any) payable in respect of the same but otherwise free from encumbrances for the sum of Rs............

And whereas the Peishkar of the Division by an order No............ dated the........................day of..................................has sanctioned the sale of the property hereinafter contained.

And whereas the Government of Travancore have also by an order No..................dated the......................day of............................... sanctioned the sale of the property hereinafter contained.

And whereas due notice of the sale of the property hereinafter contained has been given in accordance with the provisions of the rules relating thereto.

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs.....................to the vendor paid by the purchaser on or before the execution of these presents (the receipt whereof the vendor doth hereby acknowledge) the vendor as beneficial owner and in pursuance of every statutory and other authority it hereunto enabling doth hereby grant, convey and assign unto the purchaser all that piece or parcel of land situated in and more particularly described in the schedule hereunder written and which together with the messuage o

tenement erected thereon is commonly called or known as together with all buildings godowns, trees, commons, hedges, ditches, fences ways, waters, water-courses, liberties, privileges, easements advantages and appurtenances whatsoever to the said piece or parcel of land, messuage and premises or any of them in anywise appertaining or heretohefore occupied or enjoyed therewith and all the estate, right, title, interest, property, claim and demand whatsoever of the vendor into and upon the same premises to have and to hold the said piece or parcel of land, messuage and premises hereby granted, conveyed and assigned unto the purchaser for ever and the vendor doth hereby covenant with the purchaser that the vendor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the purchaser in manner afore-said and that the purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any other person or persons and further that the vendor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any of them or any part thereof from under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do execute and register or cause to be done executed and registered all such acts, deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser in manner aforesaid as shall or may be reasonably required and the purchaser doth hereby covenant with the vendor that he the purchaser as aforesaid will at all times hereafter pay all assessments and taxes that may now be payable or at any time hereafter be levied or imposed upon the said premises hereby conveyed by the Government of Travancore under any rules that are now or may hereafter be in force for the levy of assessments and taxes on lands and premises of a like nature.

In witness whereof the common seal of the Municipal Council of was hereunto affixed and has hereunto affixed his hand and seal the day and year first above written.

The schedule above referred to.

All that piece or parcel of land situated in the Pakuthy of in the registration sub-district of in the registration district of bearing Survey No. bounded on the north by on the east by on the west by and on the south by and containing by admeasurement or thereabout.

Signed by Executive Authority of the Municipal Council of
in the presence of
The common seal of the Municipal Council of
was hereunto affixed in the presence of:
Signed, sealed and delivered by the above named in the
presence of :

FORM II (b)

Transfer by exchange.

This indenture made the..................day of 112..., between the Municipal Council of.. ....constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called the Municipal Council which expression shall where the context admits include its successors and assigns of the one part and........... son of............ residing at......................... hereinafter called the party of the second part which expression shall where the context admits include his heirs, executors, administrators, legal representatives and assigns of the other part.

Whereas the Municipal Council is well and truly entitled to and possessed of the piece or parcel of land more particularly described in the first schedule hereto together with the buildings thereon free from encumbrances and the party of the second part is also well and truly entitled to and possessed of the piece or parcel of land more particularly described in the second schedule hereto together with the buildings thereon free from encumbrances.

And whereas the parties hereto have agreed to effect such exchange as is hereinafter contained of the said pieces or parcels of land more particularly described in the first and second schedules hereto respectively.

And whereas the Peishkar of.....................Division by an order No.......... ..dated the ....day of.................has sanctioned the exchange of the properties in manner hereinafter contained.

And whereas the Government of Travancore have also by an order No....... ......dated the..............day of.........sanctioned the exchange of the properties in manner hereinafter contained.

And whereas due notice of the exchange in manner hereinafter contained has been given in accordance with the provisions of the rules relating thereto.

Now this indenture witnesseth that in consideration of the conveyance by the party of the second part hereinafter contained the Municipal Council in pursuance of every statutory and other authority it hereunto enabling doth hereby grant, convey and assign unto the party of the second part all that piece or parcel of land of the value of Rs................... or thereabouts situated in...............................and more particularly described in the first schedule hereunder written and coloured,.........................on the map or plan marked A hereunto annexed together with all buildings, trees, commons, hedges, ditches,

fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or heretofore occupied or enjoyed therewith and all the estate right title, interest, property claim and demand whatsoever of the municipal council into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted and assigned or expressed so to be unto the party of the second part for ever and the party of the second part doth hereby covenant with the municipal council that he the party of the second part will at all times hereafter pay the assessment or ground rent of.......... ....
or such other amount as the Peishkar of......... ....may from time to time determine and any other ground rent assessments and taxes that are or may from time to time be levied upon the said piece or parcel of land or premises by the Government of Travancore or by any local or other authority and this indenture further witnesseth that in consideration of the conveyance by the municipal council herein before contained the party of the second part doth hereby grant, convey and assign unto the Municipal Council all that piece or parcel of land of the value of.....................................rupees or thereabouts situated in...............................and being more particularly described in the second schedule hereunder written and coloured on the map or plan marked B hereto annexed together with all buildings trees commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in anywise appertaining or hereto before occupied or enjoyed therewith and all the estate, right, title, interest, property, claim and demand whatsoever of the party of the second part into and upon such last mentioned premises to have and to hold the said piece or parcel of land and premises lastly hereinbefore expressed to be hereby granted, conveyed and assigned unto the Municipal Council for ever and the municipal council doth hereby covenant with the party of the second part that Municipal Council will at all times hereafter pay the assessments and taxes that are or may, from time to time, be levied upon the said piece or parcel of land or premises by the Government of Travancore or by any local or other authority and the parties hereto mutually covenant and agree each with the other of them that notwithstanding any act deed or thing done or executed or knowingly suffered to the contrary they now have good right to grant, convey and assign respectively the said premises expressed to be hereby granted, conveyed and assigned in manner aforesaid and that either party shall and may at all times hereafter peaceably and quietly possess and enjoy such last mentioned premises and receive the rents and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the other party or any person or persons lawfully or equitably claiming from under or in trust for the said party and that free from all encumbrances whatsoever made or suffered by either party or any person or persons lawfully or equitably claiming as aforesaid and further

that the parties and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for any of the parties shall and will, from time to time and at all times hereafter at the request and cost of the other party do execute and register or cause to be done executed and registered all such acts deeds and things whatsoever for further and more perfectly assuring such last mentioned premises and every part thereof unto the other party in manner aforesaid as shall or may be reasonably required.

In witness whereof the common seal of the Municipal Council was hereunto affixed and hath hereunto set his hand and seal the day and year first above written.

The first schedule above referred to.

All that piece or parcel of land coloured............in the plan marked A attached hereto and situated in the pakuthy of...............in the registration subdistrict of.....................in the registration district of.....................bearing Survey No.............bounded on the north by S. No......on the east by S. No..................on the south by S. No.......and on the west by S. No......and containing by admeasurement.............or thereabouts.

The second schedule above referred to.

All that piece or parcel of land coloured............in the plan marked B hereto attached and situated in the pakuthy of...........in the registration sub-district of....................in the registration district of.........................bearing Survey No...............bounded on the north by.....................on the east by......................on the south by....................and on the west by............and containing by admeasurement.....................or thereabouts.

The common seal of.................the municipal council of.........was hereunto affixed in the presence of:—

Signed by Executive Authority of the Municipal Council of...........in the presence of:—

Signed, sealed and delivered by the abovenamed...........in the presence :—

See Rule 3 (2).

FORM II (c).

Transfer by mortgage.

This indenture made the..................day of...............112... between the municipal council of..................constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called "the mortgagor" which expression shall, where the context so admits, include its successors and assigns) of the one part and..................son of.....................residing at..................(hereinafter called the mortgagee which expression shall, where the context so admits, include

his heirs, executors, administrators and legal representatives) of the other part.

Whereas the mortgagor is well and truly entitled to and possessed of the piece or parcel of land and premises described in the schedule hereto:

And whereas the mortgagee has agreed to lend the mortgagor the sum of Rs............on having the repayment thereof with interest at the rate hereinafter mentioned secured in manner hereinafter appearing:

And whereas the Peishkar of..............Division by an order No............dated the..................day of 112...has sanctioned the mortgage of the properties in manner hereinafter contained.

And whereas the Government of Travancore have also by an order No...........dated the..............day of....................sanctioned the mortgage of the properties in manner hereinafter contained;

And whereas due notice of the mortgage in manner hereinafter containing has been given in accordance with the provisions of the rules relating thereto:

Now this indenture witnesseth that in consideration of the sum of Rs.. .... on or before the execution of these presents paid to the mortgagor by the mortgagee (the receipt whereof the mortgagor doth hereby acknowledge) the mortgagor doth hereby covenant with the mortgagee that the mortgagor will on demand pay to the mortgagee the sum of Rs............with interest thereon at the rate of Rs........ per cent per annum.

And this indenture also witnesseth that for the same consideration the mortgagor doth hereby give and grant unto the mortgagee a simple mortgage of all that piece or parcel of land situated in.................... and more particularly described in the schedule hereunder written and which together with the messuage or tenement erected thereon is commonly called or known as—together with all buildings, godowns, trees commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages, and appurtenances whatsoever to the said piece or parcel of land messuage and premises or any of them in anywise appertaining heretofore or hereafter to be occupied or enjoyed therewith and all the estate, right, title, interest, property, claim and demand whatsoever of the mortgagor into and upon the same premises and the mortgagor doth hereby covenant with the mortgagee that the mortgagor will, so long as any money shall remain due on the security of these presents, keep all the messuages and buildings now existing or hereafter to be erected on the said premises hereinbefore expressed to be hereby granted conveyed and assigned in good and substantial repair and insured against loss or damage by fire in the sum of Rs... .... at the least in some office or offices approved by and in the name or names of the mortgagee and will duly and punctually pay all premiums and sums of money necessary for such purpose and for keeping such insurance on foot and also all rent, assessments, rates, taxes and other outgoings for the time being payable in respect of or charged upon the

said premises or any of them and will forthwith deliver to the mortgagee the policy or policies of insurance and the receipt for every sum payable as aforesaid and that if default shall be made in keeping the said buildings so repaired or in effecting or keeping on foot such insurance or in payment of any such rent assessment, rates, taxes and other outgoings as aforesaid or in so delivering any policy or policies or receipts as aforesaid it shall be lawful for but not incumbent upon the mortgagee to enter into and upon the said premises and put the same into proper and substantial repair or (as the case may be) to insure and keep insured the said buildings in any sum not exceeding the amount aforesaid and to pay the premiums and all expenses incurred in so doing or (as the case may be) any such rent, assessment, rates taxes, or other outgoings as aforesaid and further that the mortgagor will forthwith repay to the mortgagee all such premiums expenses and other moneys with interest thereon at the rate aforesaid from the time of each payment and that until repayment the hereby mortgaged premises shall stand charged with the amount to be repaid and the interest thereon at the rate aforesaid and that all moneys received in respect of any insurance shall, at the option of the mortgagee, be applied either in reinstating or restoring the buildings insured or in or towards payment of the moneys for the time being owing on the security of these presents and the mortgagor doth hereby covenant with the mortgagee that the mortgagor now hath power to give and grant a simple mortgage unto the mortgagee and it is hereby expressly agreed and declared that should the properties described in the schedule hereto insufficient when sold to satisfy the amount due under this mortgage the mortgagor will be personally liable for the amount for the time being due and owing under this mortgage.

In witness whereof the common seal of the mortgagor hath hereunto been affixed the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of......................in the registration Sub-district of............, in the registration district of....................., and bounded on the north by.......................... on the south by........................, on the east by........................., and on the west by..........................., bearing S. No...................... and containing on the whole by admeasurement ....(be the same more or less).................................. Signed by Executive Authority of the Municipal Council of................ in the presence of...The common seal of the Municipal Council of.................................was hereunto affixed in the presence of :—

FORM II (d).

This indenture made the.............................day of..........11........ between the Municipal Council of......................................constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called "the donor", which expression shall, where the context

so admits, include its successors and assigns) of the one part and.........
...............son of.........................residing at......................(hereinafter called "the donee" which expression shall, where the context so admits, include his heirs, executors, administrators and legal representatives and assigns) of the other part.

Whereas the donor is well and sufficiently entitled, free from encumbrances, to the piece of land and premises hereinafter described and intended to be hereby granted conveyed and assigned :—

And whereas the donor has agreed to transfer the said piece of land premises to the donee as a gift to be used for the purposes of ..../..................subject to the payment by the donee of all existing and future taxes, charges, assessments and rent in respect of the same and the donee has agreed to accept the said piece of land and premises subject to the said conditions :—

And whereas the said piece of land and premises is of the value of Rs................for the purpose of stamp duty :—

And whereas the Peishkar of......................Division by an order No...............dated the..............day of...................has sanctioned the gift of the property hereinafter contained :—

And whereas due notice of the gift in manner hereinafter contained has been given in accordance with the provisions of the rules relating thereto.

And whereas the Government witnesseth that the donor doth hereby give, grant, convey and assign unto the donee who hereby accepts the same all that piece or parcel of land bearing Survey No............ situated in the pakuthy of.. in the Registration sub-district of.........................in the registration district of...........and more particularly described in the schedule hereunder written together with all buildings trees, commons, hedges, ditches, fences, ways, waters, water-courses, liberties, privileges, easements, advantages and appurtenances whatsoever to the said piece or parcel of land buildings and premises or any of them in any wise appertaining or heretofore occupied or enjoyed therewith and all the estate right, title, interest property claim and demand whatsoever of the donor into and upon the same premises to have and to hold the said piece or parcel of land and premises hereby granted, conveyed and assigned unto the donee for ever and the donor doth hereby covenant with the donee that the donor now hath good right to grant, convey and assign the premises hereby granted, conveyed and assigned unto the donee in manner aforesaid and that the donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises free from all encumbrances whatsoever without any lawful eviction, interruption, claim or demand whatsoever from or by the donor and further that the donor and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the donor shall and will from time to time and at all times hereafter

at the request and cost of the donee do execute and register or cause to be done executed and registered all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the donee in manner aforesaid or as shall or may be reasonably required and the donee doth hereby covenant with the donor that he will at all times hereafter bear pay and discharge all existing and future taxes charges and assessments payable in respect of the aforesaid land and premises inclusive of the rent or assessment of Rs.......................or any other sum that may, from time to time, be levied as such upon the piece or parcel of land by the Peishkar of the Division on behalf of the Government of Travancore.

In witness whereof the common seal of the Municipal Council of......................the donee was hereunto affixed and the donor hath hereunto set his hand and seal the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of....................in the registration sub-district of.................. in the registration district of...........................and bounded on the north by........................on the south by ....on the east by...................... and on the west by...................... bearing Survey No.............and containing on the whole by admeasurement........................or thereabouts.

Signed by Executive Authority of the Municipal Council of ....In the presence of........................
Signed, sealed and delivered by..
the above named..
in the presence of ....
The Common seal of the Municipal Council of..............................
has hereunto affixed in the presence of :—

Schedule III.

Form III (a).

Transfer by lease.

This indenture made.................. ...day of....................112

between the Municipal Council of.................... ...constituted under Travancore District Municipalities Act XXIII of 1116 (hereinafter called "the lessor" which expression, where the context admits, shall include its successors and assigns of the one part and.......................son......... of...................residing at.................. and carrying on business as ....(hereinafter called the lessee which expression where the context admits shall include his heirs executors administrators legal representatives and permitted assigns) of the other part.

Whereas the lessee has applied to the lessor for lease of the property more particularly descri ed in the first schedule hereunto for the period and at the rate of rent and subject to the terms and conditions hereinafter contained. And whereas the lessor has agreed to grant a lease of the said property in manner hereinafter contained;

And whereas the Peishkar of..................Division by an order No..............., dated.................. day of.................has sanctioned the lease of the property on and subject to the special conditions prescribed by him

And whereas due notice of the lease of the property has been given in accordance with the provisions of the rules relating thereto;

Now this indenture witnesseth

1. That in consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee, all that piece or parcel of land together with the building and premises known as......... situated in the registration district of......... bearing survey No..................for the term of..................years from the..........................day of..............112...paying therefor in advance the monthly rent of Rs.........clear of all deductions the first of such payments to be made on the.............day of 112 .

2. The lessee covenants with the lessor as follows:—

(1) To pay the reserved rent on or before the first day of each month in advance and in manner aforesaid.

(2) To bear, pay and discharge all existing and future charges, assessments and outgoings payable in respect of the said premises inclusive of the rent of Rs................or any other sum that may, from time to time, be levied as such upon the piece or parcel of land by the Peishkar of the..................Division on behalf of the Government of Travancore.

(3) To keep the exterior and the interior of the demised premises and all additions thereto and the boundary walls and fences thereof and the rains, soil and other pipes and sanitary and water apparatus and electric fittings and fixtures thereof in good and tenantable repair and condition.

(4) Not to make or permit to be made under any circumstances any alterations in or additions to the demised buildings without the previous consent in writing of the lessor or its duly authorised officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorised officers the lessee shall not be entitled to any compensation therefor

(5) To permit the lessor and its authorised officers or agents with or without workmen or others at all reasonable times on giving one day's previous notice to enter upon the demised premises and to view the condition thereof and upon notice being given by the lessor or his authorised officers to repair within one month from the service of the notice in accordance therewith.

(6) To observe and fulfil the terms and conditions prescribed by the Peishkar of.......................Division.

(7) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the lessor or its authorised officers.

(8). To yield up the demised premises and additions thereto at the determination of the tenancy in good and tenantable repair and conditions in accordance with the covenants herein contained.

3. The lessor covenants with the lessee as follows:—

(1) The lessee paying the rent hereby reserved and observing and performing, the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for him.

(2) To carry out all repairs to main walls roof and foundations due to fair reasonable wear and tear, the decision of the Executive Engineer for the time being of...............Division as to the necessity for such repairs being final.

4. Provided always and it is hereby expressly agreed by and between the parties hereto as follows:—

(1) If the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not, or if any covenant on the lessee's part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the lessor or its authorised officers at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessee's covenants herein contained.

(2) If at any time it appears to the Peishkar of ....Division or the lessor (whose decision shall be final) that it is necessary in the public interest to determine the lease it shall be lawful for the said Peishkar or the lessor forthwith to cancel this lease by notice in writing addressed to the lessee at his last known place of residence and thereupon this demise shall absolutely determine and the lessee shall not be entitled to any compensation whatsoever in respect of such determination except a proportionate statement of any rent that may have been paid by the lessee in advance.

In witness whereof the common seal of the Municipal Council of the lessor was hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.

The first schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of in the registration sub district of in the registration district of and bounded on the north by on the south by on the west by and on the east by bearing Survey No. and door No. and containing on the whole by admeasurement be the same more or less.

Signed by Executive Authority of the Municipal Council of in the presence of

The common seal of the Municipal Council of was hereunto affixed in the presence of

Signed sealed and delivered by the abovenamed in the presence of

FORM III (b).

Transfer by lease.

This indenture made day of 112 between the Municipal Council of constituted under the Travancore District Municipalities Act XXIII of 1116 (hereinafter called the lessor which expression, where the context admits, shall include its successors and assigns) of the one part and son of residing at and carrying on business as (hereinafter called "the lessee" which expression, where the context admits, shall include his heirs, executors, administrators, legal representatives and permitted assigns) of the other part.

Whereas the lessee has applied to the lessor for a lease of the property more particularly described in the first schedule hereto for the period and at the rate of rent and subject to the terms and conditions hereinafter contained and whereas the lessor has agreed to grant a lease of the said property in manner hereinafter contained

(And whereas the Tahsildar of Taluk and the P. W. D. Section Officer by their orders No. dated day of and No. dated day of respectively have accorded their approval to the grant of the lease of the property on and subject to the special conditions in the second Schedule hereto.)

And whereas due notice of the lease of the property has been given in accordance with the provisions of the rules relating thereto

Now this indenture witnesseth as follows:—

1. In consideration of the rent hereby reserved and of the covenants by the lessee herein contained the lessor demises unto the lessee all that piece of land forming part of the road side/street margin and more particularly described in the schedule attached hereto for a term of years from the day of 112 paying therefor in advance the rent of Rs. for each year clear of all deductions the first of such payments to be made on the day of 112

2. The lessee covenants with the lessor as follows :—

(a) to pay the reserved rent on or before the 1st day of each year in advance and in manner aforesaid.

(b) to bear, pay and discharge all existing and future taxes, charges, assessments and outgoings payable in respect of the demised land (inclusive of the ground rent of Rs. or any other sum that may from time to time be levied as such upon the piece or parcel of land by the Peishkar of the Division on behalf of the Government of Travancore.

(c) to keep the demised land in good condition.

(*d*) not to make or permit to be made under any circumstances any alterations in or addition to the demised land without the previous consent in writing of the lessor or its duly authorised officers provided always that if the lessee is permitted to make any alterations by the lessor or its duly authorised officers the lessee shall not be entitled to any compensation therefor.

(e) to permit the lessor and its authorised officers or agents with or without workmen at all reasonable times on giving one day's previous notice to enter upon the

(f) to use the demised land only for the purposes for which it is leased.

(g) not to assign or under-let or part with the possession of the demised land or any part thereof without first obtaining the written consent of the lessor or its authorised officers.

(h) to yield up the demised land in good condition in accordance with the covenants herein contained.

3. The lessor convenants with the lessee that the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the lessor or any person righsly claiming under or in trust for the lessor.

4. The lease is liable to be terminated at any time within the period of the lease without payment of any compensation to the lessee if in the opinion of the lessor or of the Division Peishkar it is necessary in the public interest to remove any structure erected on the demised land.

5. If the rent hereby reserved or any part thereof is not paid whether formally demanded or not in accordance with the stipulation herein contained or if any covenant on the lessees' part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become insolvent then and in any of the said cases it shall be lawful for the lessor or its authorised officers at any time thereafter to reenter upon the demised land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the breach of any of the lessees' covenants herein contained.

6. If either party shall desire to determine the present demise and shall give to the other party three calender months' previous notice in writing of such desire then immediately on the expiration of the three calendar months the present demise and everything herein contained shall cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of convenant.

7. On the expiry of the period for which the lease is granted unless the lease is renewed by the lessor or when the lease is terminated under clause 4 the lessee is bound to remove all the structures existing on the demised land. If the lessee fails to remove the structure within three months from the date on which the lease expired or within three months from the date of the receipt of a notice under clause 4 whichever is earlier the lessor shall be at liberty to cause the same to be removed without notice to the lessee and the lessee hereby makes himself liable for the costs of such removal and the lessee shall not claim any compensation for the structure so removed or for any damage or loss caused by such removal.

8. In witness whereof the common seal of the Municipal Council of ....the lessor was hereunto affixed and the lessee hath hereunto set his hand and seal the day and year first above written.

The first schedule above referred to.

All that piece or parcel of land and premises situated in the pakuthy of......................in the registration sub district of............ in the registration district of and bounded on the north by.............. on the south by......................on the west by..............and on the east by...................bearing Survey No.................and door No. and containing on the whole by admeasurement,..........be the same more or less.

The second schedule above referred to;—Conditions imposed by the Tahsildar of ....Taluk and the P. W. D. Section Officer under rule 2.

Conditions imposed by the Tahsildar of...............Taluk and the P. W. D. Section Officer.. ....under rule 2 of the rules of the Government of Travancore published with Government Notification R. O. C. No. 69/44/L. G. A. dated the 30th May 1945 at page 1304 of Part I of the Travancore Government Gazette dated the 5th June 1945.

Signed by the Executive Authority of the Municipal Council of

Huzur Cutcherry, (By order) C. P. GOPALA PANICKER,
Trivandrum, 19th October 1945 *Secretary to Government.*

R. O. C. No. 1197/45/Legis.

NOTIFICATION.

The following Bill, together with the Statement of Objects and Reasons, is published, as ordered by the Dewan, under Rule 31 of the Travancore Legislative Rules.

HUZUR CUTCHERRY,
Trivandrum, 16th October 1945.

C. P. GOPALA PANICKER,
Secretary to Government.

THE TRAVANCORE WAREHOUSE BILL.

Preamble. Whereas it is expedient to encourage the establishment of independent warehouses and to make provision for their proper supervision and control,

It is hereby enacted as follows:—

CHAPTER I.

PRELIMINARY.

Short title, extent and commencement. 1. (1) This Act may be called the Travancore Warehouse Act, 1121.

(2) It extends to the whole of Travancore.

(3) It shall come into force on such date as Our Government may, by notification in Our Government Gazette, appoint.

Definitions. 2. In this Act, unless there is anything repugnant in the subject or context,—

"Warehouse" means a building structure or other protected enclosure, which is used or which may be used for the purpose of storing goods;

(b) "Warehouse-man" means a person who carries on the business of storing goods on behalf of depositors and issues receipts for the goods so stored in his warehouse,

(c) "Depositor" means a person who tenders his goods to the warehouse-man for storing in his warehouse and shall include any person who lawfully holds the receipt issued by the warehouse man in respect of such goods and derives title to it by proper endorsement or transfer from the depositor or his lawful transferee;

(d) "Goods" shall include raw produce, manufactured articles and merchandise.

(e) "receipt" means a warehouse receipt drawn up in conformity with the rules made in that behalf under this Act and issued by a warehouseman to a depositor showing that goods described therein have been deposited in his warehouse;

(f) "prescribed authority" means the authority empowered by Our Government to carry out the duties under this Act; and

(g) "prescribed" means prescribed by Our Government by rules made under this Act.

CHAPTER II.

LICENSING OF WAREHOUSES.

3. Every person who intends to carry on a ware-housing business shall take out a licence for the conduct of such business by making an application to the prescribed authority in the prescribed form.

Application for licence to be made in prescribed form.

4. No application for such licence shall be granted unless the applicant furnishes such security as is sufficient in the opinion of the prescribed authority for the proper conduct of the warehouse :

Security to be given unless permission to conduct without security is given by Government.

Provided that Our Government may grant permission to any applicant to get a licence without security.

5. Before granting the licence the prescribed authority may make any enquiry that he considers necessary and shall satisfy himself,—

Conditions for licence.

(i) that the warehouse mentioned in the application is suitable for the proper storage of the particular goods for which it is intended,

(ii) that the applicant is competent to conduct such a warehouse, and

(iii) that there is no other reason why the licence shall not be granted

6. (1) Subject to the provisions contained in Sections 4 and 5 the prescribed authority may grant a licence to an applicant for the conduct of a warehousing business in accordance with the terms of the licence and the provisions of this Act and the rules passed thereunder.

Grant of licence.

(2) Our Government may, by notification in Our Government Gazette, add to or alter the conditions under which a licence is granted under this section.

7. Every licence granted under Section 6 shall be valid for the prescribed period and may, on the expiry of such period, be renewed by the prescribed authority on an application made therefor by the warehouse-man.

Term and renewal of licence.

8. (1) A licence granted under Section 6 or renewed under Section 7 shall be liable to be suspended, cancelled or revoked either temporarily or permanently by the prescribed authority for valid reasons stated in writing and in particular if the warehouse-man,—

Suspension and cancellation of licence.

(a) has been adjudicated an insolvent,

(b) has parted in whole or in part with his control over the licensed warehouse,

(c) has ceased to conduct such licensed warehouse,

(d) has made exorbitant or unreasonable charges for the services rendered by him,

(e) has in any other manner become incompetent adequately to conduct the business of warehousing, or

(f) has violated any of the terms of the licence or of the provisions of this Act or the rules passed thereunder.

(2) Our Government may prescribe any other conditions under which a licence may be suspended or revoked.

Notice of suspension and cancellation of licence.

9. (1) Before suspending, cancelling or revoking a licence the prescribed authority shall give notice to the warehouse-man specifying the charges against him and calling upon him to show cause why such action should not be taken against him :

Provided that if the warehouse-man is a company and proceeding for winding up of the company have commenced the licence shall be revoked without notice and without further enquiry.

(2) The prescribed authority shall take into consideration the explanation, if any, offered by the warehouse-man and may pass such orders as he deems just.

Arrangements for protection of goods may be made by prescribed authority pending enquiry.

10. (1) The prescribed authority may suspend the licence of a warehouse-man pending the decision on the enquiry mentioned in Section 9.

(2) The prescribed authority shall have the power if the licence is suspended during the pendency of an enquiry under Section 9 to make any arrangements that he considers proper for the protection of the goods stored in the warehouse in respect of which the licence is so suspended.

Return of licence.

11. When a licence expires or is suspended, cancelled or revoked the warehouse-man shall cease to work as such and shall return the licence to the prescribed authority.

Duplicate licence.

12. Where a licence granted to a warehouse-man is lost or destroyed the prescribed authority may issue a duplicate licence on the application of the warehouse-man and on payment of the prescribed fee.

Prohibition of carrying on business as a warehouse-man without a licence.

13. Any person who carries on the business of a warehouse-man without a licence or who holds himself out as a licensed warehouse-man shall be punishable with imprisonment of either description for a term which may extend to one year or with fine or with both.

14. Our Government shall publish in Our Government Gazette the names and locations of warehouses licensed under this Act with the names and addresses of the licensees and also a list of all licences revoked or cancelled under this Act.

Publication of list of licensed warehouses.

CHAPTER III.

DUTIES OF A WAREHOUSE-MAN.

15. Every warehouse-man shall take such care of the goods stored in his custody as a reasonably careful owner would take of his own goods under similar circumstances and conditions.

Reasonable care of the goods stored to be taken.

16. (1) Our Government may prescribe by rules the nature of the accounts, books and records that a warehouse-man shall maintain and the persons by whom and the manner in which they may be inspected.

Accounts and books to be maintained by warehouse-man.

(2) Any warehouse-man who defaults to keep the accounts and books as required by the rules so prescribed shall be liable to a fine which may extend to five hundred rupees.

17. (1) Every warehouse-man shall keep his warehouse clean and in sanitary condition, and shall take all necessary precautions against rats and other pests which are likely to cause damage or injury to any of the goods stored in his warehouse.

Warehouse to be kept clean and precautions against rats and other pests to be taken.

(2) Our Government may make rules for the keeping of warehouses in clean and sanitary conditions.

(3) Where a warehouse-man makes default in complying with the provisions of this section or the rules, he shall be liable to a fine which may extend to two hundred rupees.

18. Every warehouse-man shall exercise such care to keep in his warehouse the goods of different depositors separate from each other so as to permit at all times the identification of the ownership and the maintenance of the quality of the goods deposited and to facilitate easy delivery of such goods on demand by depositors:

Preservation of identity of products.

Provided that where standardised and graded goods are stored in a warehouse, subject to any agreement between the warehouse-man and a depositor, there may be pooling of the same variety of goods belonging to several depositors and each depositor will be entitled only to his portion of the goods according to weight or quantity, as the case may be, as shown in his receipt.

19. Whenever goods stored in a warehouse deteriorate from causes beyond the control of the warehouse-man, he shall give notice of such deterioration to the depositor asking him to take delivery of the goods immediately after surrendering the receipt duely discharged and paying the warehouse-man his charges. If the depositor does not comply with the notice within a reasonable time, the warehouse-man may cause such goods to be removed from his warehouse and dried or re-conditioned and sold by public auction at the cost and risk of the depositor.

Goods deteriorating in warehouses and their disposal.

20. (1) Every warehouse-man shall deliver the goods on demand by the holder of the warehouse receipt on his offer to satisfy the warehouse-man's lien to surrender the receipt properly endorsed and to give when the goods are delivered an acknowledgement that they have been delivered.

Delivery of goods.

(2) Every such receipt after being so surrendered to the warehouse-man shall be defaced by him and no such receipt shall be re-issued:

Provided it shall be lawful for the warehouse-man upon the surrender of such receipt when part only of the goods is delivered on request to issue to the depositor a new receipt for the goods remaining undelivered.

21. Any warehouse-man who deals in or lends money on goods which he has received in his warehouse on account of any other person shall be punished with imprisonment of either description for a term which may extend to one year and shall also be liable to fine.

Warehouse-man not to lend against goods in his warehouse.

22. Any warehouse-man who delivers any goods out of the warehouse except upon the surrender of the receipt therefor or who re-issues any receipt surrendered to him shall be punished with imprisonment of either description for a term which may extend to two years and shall also be liable to fine.

Delivery of goods without surrender of receipt and re-issue of surrendered receipt punishable.

23. Any warehouse-man who issues any receipt for goods which are not in his warehouse or who issues two or more receipts for the same goods or who issues receipts for goods in which he has any share or interest or who aids and assists any other person to do so shall be punished with imprisonment of either description for a term which may extend to three years and also shall be liable to fine.

Issue of receipts for goods not in the warehouse etc., punishable.

24. (1) No warehouse-man shall accept for storing in his warehouse goods which are contaminated or infested by worms or pests or goods which have an admixture of sand, water or other materials or goods which are likely to cause damage to other goods stored in the warehouse.

Discrimination prohibited.

(2) Subject to the provisions contained in sub-section (1) every warehouse-man shall accept for storage in his warehouse so far as its capacity permits any goods tendered for warehousing by any depositor in the ordinary course of business without showing any discrimination between persons desiring to avail themselves of the facilities of his warehouse so as to prejudicially affect their interests.

Insurance of goods in warehouses.

25. Our Government may prescribe by rule for taking out policies of insurance by a warehouse-man in respect of goods stored in his warehouse against loss or damage by fire, floods, thefts or any other accident.

Warehouseman's lien.

26. Every warehouse-man shall have a lien on the goods stored in his warehouse for the cost of storage and preservation of the goods and for all the lawful charges incidental to the business.

CHAPTER IV.

Inspection and Classification of Goods.

Inspection.

27. The prescribed authority may inspect or examine a warehouse licensed under this Act, its machinery, equipment, goods stored, the account books and records at any time during business hours for the purpose of satisfying itself that the requirements of the Act and the rules are being complied with.

Licensed weighers and classifiers.

28. The prescribed authority may issue licences to qualified and competent persons entitling them to act as weighers, samplers, and classifiers of any goods stored or to be stored in a warehouse and to issue certificates as to weight, quality or grade of the goods which they have examined. The certificates so issued shall be binding on the warehouse-man and the depositor as to weight, quality or grade of the goods stored in the warehouse.

Suspension or cancellation of licence.

29. Every licence granted to a sampler, weigher or classifier may be suspended or revoked by the prescribed authority according to rules prescribed by Our Government.

Return of licence.

30. Whenever a licence granted to a sampler, weigher or classifier expires, or is suspended or revoked, he shall return it to the prescribed authority.

Prohibition of unlicensed weighers, classifiers, etc.

31. Any person who represents that he is a licensed weigher, sampler or classifier or who holds himself out as a licensed weigher, sampler or classifier without a licence shall be punished with imprisonment of either description for a term which may extend to six months or with fine or with both.

CHAPTER V.

WAREHOUSE RECEIPTS.

Issue of receipts.

32. (1) A warehouse-man shall issue a receipt in the prescribed form containing full particulars in respect of the goods stored in his warehouse by each depositor.

(2) Our Government may prescribe the stamp duty that may be levied in respect of a receipt issued under this section.

Receipt transferable by endorsement.

33. A receipt issued by a warehouse-man shall, unless specified otherwise, be transferable by endorsement and shall entitle its lawful holder to receive the goods specified in it on the same terms and conditions on which the person who originally lodged the goods would have been entitled to receive them.

Duplicate receipt.

34. In the case of a lost or destroyed receipt, a warehouse-man shall issue a duplicate receipt to the depositor on proper application made by him and on payment of such fee as may be prescribed. Our Government may by rules prescribe the conditions under which duplicate receipts may be issued by a warehouse-man.

CHAPTER VI.

MISCELLANEOUS.

Penalty.

35. Any person who knowingly and wilfully infringes any of the provisions or requirements of this Act or the rules made thereunder and for which no other penalty is provided therein, shall on conviction by a Magistrate be liable to imprisonment of either description for a term which may extend to one year or with fine or with both.

Government may help to start ware houses.

36. Our Government may offer any aid to the establishment of warehouses under this Act by way of grant or lease of land or of subsidy towards the cost of construction or by guarantee of a reasonable return on the capital invested or in any other manner and on such terms and conditions as may appear to Our Government suitable in the circumstances of any particular case.

Act does not affect warehouses under Sea Customs Act.

37. Nothing in this Act shall affect the provisions of the Sea Customs Act regarding warehouses established or licensed under that Act.

Rules

38. (1) Our Government may make rules to carry out all or any of the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely.—

(a) the authority empowered to carry out the duties under the Act ;

(b) the form of application for the grant of licence to a warehouseman a period and conditions of licence, its renewal, and conditions for the issue of a duplicate licence ;

(c) the form of receipt to be issued by a warehouse-man, the particulars to be specified therein and the conditions for the issue of a duplicate receipt ;

(d) the nature of the accounts, books and records to be maintained by a warehouse-man and the persons by whom and the manner in which they may be inspected ;

(e) the manner of giving notice under the Act ;

(f) the manner of conducting a public auction for the sale of goods deteriorating in a warehouse and accounting for the proceeds of such sales ;

(g) the qualifications and grant of licences to weighers, samplers, and classifiers, the conditions and period of their licences, form of certificates to be issued by them, renewal of their licences, the conditions under which the licences may be suspended or revoked and the conditions for the issue of duplicate licences ;

(h) the amount of fees for the grant of licences under this Act and their renewal and for the issue of duplicate licences;

(i) the standard weights, measures and classifications of goods to be used in warehouses under this Act,

(j) the publication of the grant, suspension or revocation of licences and the list of licensed warehouses;

(k) generally for the efficient conduct of the business of a warehouse-man.

STATEMENT OF OBJECTS AND REASONS.

It has always been the policy of Government to see that the agriculturists and industrialists of this country are able to realise better prices for their produce and to find out ways and means to secure this object. Apart from finding out suitable markets for their produce, it is desirable to make provision for effective legal instruments like warehouse receipts to ensure efficient functioning of the agricultural system and to promote orderly marketing of agricultural and industrial products.

The Travancore Banking Enquiry Committee in their report have urged the need for legislation to provide for the establishment of licensed warehouses in the State. Legislation has also been recommended by the Indian Central Banking Enquiry Committee and The Reserve Bank of India and at conferences of Registrars of Co-operative Societies.

Government consider it necessary to undertake legislation to provide legal facilities for the establishment of licensed warehouses. The Bill makes provision for the setting up of licensed warehouses where goods will be graded and stored and regularly inspected. The warehouse will be under a licensed warehouse man who will keep the produce in his custody, take proper care of it and issue a receipt with an undertaking to deliver it only to the person entitled to it. The receipt issued by the warehouse-man is negotiable and will be an ideal security for any bank. The receipt being negotiable could be endorsed by the borrower to the bank which thus acquires full control over the goods without being burdened with their actual physical possession. Necessary safeguards have been provided for the protection of the depositor.

The provisions contained in the Bill are similar to those contained in the draft Reserve Bank Bill but suitable modifications have been made.

N. RAMAKRISHNA PILLAI,
Legal Remembrancer to Government.

R. O. C No. 1192/45/Legis. NOTIFICATION.

The following Bill, together with the Statement of Objects and Reasons, is published, as ordered by the Dewan, under Rule 31 of the Travancore Legislative Rules.

Huzur Cutcherry,
Trivandrum, 11th October 1945.

C. P. GOPALA PANICKER,
Secretary to Government.

THE TRAVANCORE GOVERNMENT SAVINGS BANKS BILL.

A BILL TO CONSOLIDATE THE LAW RELATING TO GOVERNMENT SAVINGS BANKS.

Preamble.

Whereas it is expedient to enact a law relating to the payment of deposits in Government Savings Banks: It is hereby enacted as follows.

PRELIMINARY.

Short title, extent and commencement

1. (1) This Act may be called the Travancore Government Savings Banks Act, 1121.

(2) It extends to the whole of Travancore.

(3) It shall come into force at once.

Definitions.

2. In this Act,—

(1) "Depositor" means a person by whom or on whose behalf money has been heretofore or shall be hereafter deposited in a Government Savings Bank; and "deposit" means money so deposited;

(2) "Secretary" means the Accountant General or any other person empowered under the rules issued by Our Government from time to time in that behalf to manage the affairs of a Government Savings Bank within the scope of this Act;

(3) "Minor" means a person who has not completed eighteen years of age.

DEPOSITS BELONGING TO THE ESTATE OF DECEASED PERSONS.

Payment on death of depositor.

3. If a depositor dies and probate of his will or letters of administration of his estate or a certificate granted under the Succession Certificate Act, 1090 (IX of 1090, is not, within six months of the death of the depositor produced to the Secretary of the Government Savings Bank in which the deposit is, then—

(a) if the deposit does not exceed three thousand rupees the Secretary may, in his own discretion, pay the same to any person appearing to him to be entitled to receive it or to administer the estate of the deceased, or

(*b*) if the deposit does not exceed five hundred rupees the Secretary or any other officer specially empowered in this behalf by a general or special order of Our Government may pay the deposit to any person appearing to him to be entitled to receive it or to administer the estate of the deceased after conducting such enquiry as is prescribed by the rules issued by Our Government from time to time in that behalf.

Payment to nominees in certain cases.

4. Notwithstanding anything contained in the foregoing provisions of this Act or in the Travancore Probate and Administration Act of 1105, (II of 1105) or the Succession Certificate Act, 1090 (IX of 1090) or any other law for the time being in force, if a depositor dies leaving any sum of money in a Government Savings Bank, the Secretary of such Bank may pay the same to the person or persons nominated by the depositor during his lifetime and registered in the office of the Secretary under Rules to be made by Our Government in this behalf; provided that such nomination shall not be allowed in the case of deposits belonging to minors.

Payment to be a discharge. Saving of right of executor. Saving of right of creditor.

5. Such payment shall be a full discharge from all further liability in respect of the money so paid.

But nothing herein contained precludes any executor or administrator, (or other representative of the deceased from recovering from the person receiving the same the amount remaining in his hands after deducting the amount all debts or other demands lawfully paid or discharged by him in due course of administration.

And any creditor or claimant against the estate of the deceased may recover his debt or claim out of the money paid under this Act to any person, and remaining in his hands unadministered, in the same manner and to the same extent as if the latter had obtained letters of administration of the estate of the deceased.

Security for due administration.

6. The Secretary of any such Bank (or any officer empowered under section 3) may take such security as he thinks necessary from any person to whom he pays any money under section 3 for the due administration of the money so paid, and he may assign the said security to any person interested in such administration.

Power to administer oath.

7. For the purpose of ascertaining the right of the person claiming to be entitled as aforesaid, the Secretary of any such Bank or any officer empowered under section 3 may take evidence on oath or affirmation according to law.

Penalty for false statements.

Any person who, upon such oath or affirmation, makes any statement which is false, and which he either knows or believes to be false or does not believe to be true, shall be deemed guilty of an offence under section 187 of the Travancore Penal Code.

Deposit when excluded in computing court fees.

8. Where the amount of the deposit belonging to the estate of a deceased depositor does not exceed three thousand rupees, such amount shall be excluded in computing the fee chargeable, under the Court-fees Act, (VI of 1037) on the probate, or letters of administration, or certificate (if any) granted in respect of his property :

Provided that the person claiming such probate or letters or certificates shall exhibit to the Court authorised to grant the same a certificate of the amount of the deposit in any Government Savings Bank belonging to the estate of the deceased. Such certificate shall be signed by the Secretary of such Bank, and the Court shall receive it as evidence of the said amount.

Act not to apply to deposits belonging to estates of European soldiers or deserters.

9. Nothing hereinbefore contained applies to money belonging to the estate of any European Officer, non commissioned officer or soldier dying in Our service or in the service of His Majesty in India, or of any European who, at the time of his death, was a deserter from any such service.

DEPOSITS BELONGING TO MINORS.

Payment of deposits to minor or guardian.

10. Any deposit made by, or on behalf of, any minor may be paid to him personally if he made the deposit, or to his guardian for his use if the deposit was made by any person other than the minor, together with the interest accrued thereon.

The receipt of any minor or guardian for money paid to him under this section shall be a sufficient discharge therefor.

Legalisation of like payments heretofore made.

11. All payments of deposits heretofore made to minors or to their guardians by any Secretary of a Government Savings Bank shall be deemed to have been made in accordance with law.

DEPOSITS BELONGING TO LUNATICS

Payment of deposits belonging to lunatics.

12. If any depositor becomes insane or otherwise incapable of managing his affairs and if such insanity or incapacity is proved to the satisfaction of the Secretary of the Bank in which his deposit may be,

such Secretary may, from time to time, make payments out of the deposit to any proper person,

and the receipt of such person, for money paid under this section, shall be sufficient discharge therefor.

Where a committee or manager of the depositor's estate has been duly appointed, nothing in this section authorises payments to any person other than such Committee or Manager

DEPOSITS MADE BY MARRIED WOMEN.

Payment of married women's deposits.

13. Any deposit made by or on behalf of a married woman or by or on behalf of a woman who afterwards marries, may be paid her, and her receipt for money paid to her under this section shall be a sufficient discharge therefor.

RULES.

Rules.

14. All certificates under section 9, and all payments under section 10, section 12 or section 13, shall be respectively granted and made by the Secretary of the Bank, subject to such rules consistent with this Act as Our Government may, from time to time, prescribe.

STATEMENT OF OBJECTS AND REASONS.

The Savings Banks Rules now in force under which moneys deposited in Government Savings Banks are withdrawn are not statutory rules. It is considered desirable to make the rules statutory with a view to give legal authority for making payments of money deposited in Government Savings Banks. Hence the Bill.

It is drafted on the lines of the Indian Government Savings Banks Act, V of 1873.

N. RAMAKRISHNA PILLAI,
Legal Remembrancer to Government.